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11 UNITED STATES DISTRICT COURT
12 DISTRICT OF NEVADA

14 JOHN GURNER and MICHELLE GURNER,
husband and wife; CLAIRE GURNER; and
15 CAMERON GURNER,

16 Plaintiffs,

17 v.

18 AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, a Wisconsin
19 company,

20 Defendant.

Case No. 3:24-cv-00158-MMD-CSD

STIPULATED PROTECTIVE ORDER

21 This Stipulation is entered into by and between John Gurner, Michelle Gurner, Claire Gurner
22 and Cameron Gurner and American Family Mutual Insurance Company (referred to collectively as
23 the “Parties”) by and through their attorneys of record, based on the following:

24 The Parties assert that certain documentation and information sought constitutes
25 confidential, proprietary, sensitive, trade secret, financial, business, and other commercial records
26 and information entitled to protection from disclosure;

27 The Parties desire to establish a mechanism to prevent the improper disclosure of such
28 information and documentation produced;

1 The Parties desire the procedures outlined in this Order shall apply to all documents, things
2 and information subject to discovery from or disclosed by the Parties pursuant to the Federal Rules
3 of Civil Procedure, more specifically, as follows: Claims manuals, internal performance and
4 employee incentive materials;

5 The Parties acknowledge that this Order does not entitle any of the Parties to file confidential
6 information under seal, the procedures and standards for which are set forth in Nevada Local Rule
7 10-5 and must be adhered to by any Party seeking to file any materials under seal.

8 The Parties intend that this stipulation be binding upon them and enforceable as an Order of
9 the Court. The Parties seek the Court's approval and entry of the terms of this stipulation as an
10 Order of the Court.

11 IT IS HEREBY ORDERED THAT:

12 I. (1) The parties hereto recognize that some of the information, documents, and
13 the things that may be disclosed or may be discoverable under the Rules of Civil Procedure in this
14 action might allegedly include trade secret or other confidential information or proprietary business
15 or commercial information of the party from which discovery is sought ("Confidential
16 Information"), the public disclosure of which would likely be competitively harmful. To the extent
17 the parties produce documents and/or other things allegedly containing Confidential Information
18 which the producing party determines warrants protection, those documents shall be subject to this
19 Stipulated Protective Order Regarding Confidentiality.

20 (2) The parties hereto agree that limitations on the disclosure and use of
21 Confidential Information are desirable for the orderly conduct of discovery in this action, while at
22 the same time providing protection from the misuse of each party's Confidential Information.

23 (3) Each party to this action who produces or discloses any documents, things,
24 interrogatory answers, admissions, deposition transcripts, or information which the producing or
25 disclosing party ("Producing Party") reasonably believes to comprise or contain Confidential
26 Information, and which the Producing Party desires to be subject to this Protective Order, shall have
27 stamped or written upon that document or tangible thing one of the two following designations as
28 reasonably determined by the Producing Party:

1 (a) “CONFIDENTIAL”, or

2 (b) “CONFIDENTIAL ATTORNEY’S EYES ONLY”

3 All documents and tangible items so marked as provided in Paragraph I(3) must be visibly
 4 marked on each page or separate item by the Producing Party as “CONFIDENTIAL” or
 5 “CONFIDENTIAL ATTORNEY’S EYES ONLY.” A deposition transcript may be designated
 6 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” by any party or witness
 7 by requesting such treatment thereof either (1) on the record, or (2) by written communication
 8 mailed within thirty (30) days after receipt by the witness or his counsel of the transcript. If
 9 “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” treatment of a transcript
 10 is requested on the record, the court reporter shall be instructed to mark the face of the transcript(s)
 11 containing the designated testimony with the designation “CONTAINS CONFIDENTIAL
 12 MATERIAL” and/or “CONTAINS CONFIDENTIAL MATERIAL FOR ATTORNEY’S EYES
 13 ONLY” and shall further identify within the transcript those portions of the testimony requested to
 14 be designated as “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY.” Copies
 15 of all exhibits designated “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES
 16 ONLY” shall be separately marked accordingly. If a Party seeks to file designated transcript
 17 portions with the Court, the Party shall first seek permission to file them under seal as provided in
 18 Paragraph VIII below.

19 II. (1) All documents and tangible things marked as CONFIDENTIAL or
 20 CONFIDENTIAL ATTORNEY’S EYES ONLY shall be held by the Party receiving same (the
 21 “Receiving Party”) in confidence and used solely for the purpose of this case. Counsel of record
 22 for the parties may maintain a copy of the Confidential Information for document retention purposes
 23 as well as their own documents that are work product or subject to attorney-client privilege. This
 24 Order shall continue to apply to information designated as “CONFIDENTIAL” or
 25 “CONFIDENTIAL ATTORNEY’S EYES ONLY” following the conclusion of this matter.

26 (2) All information designated “CONFIDENTIAL” or “CONFIDENTIAL
 27 ATTORNEY’S EYES ONLY” disclosed or produced in the course of this litigation shall be used
 28 for purposes in the action *Gurner v. American Family Mutual Insurance Company, et al.*, Case No.

1 3:24-cv-00158-MMD-CSD and shall not be disclosed except in accordance with the provisions of
2 this Order.

3 (3) All information designated “CONFIDENTIAL ATTORNEY’S EYES
4 ONLY” shall be subject to the following additional restriction: It shall be held in confidence by
5 counsel of record for the Receiving Party, experts, and consultants who execute the Undertaking
6 attached hereto as Exhibit “A” and shall not be disclosed by said counsel to their respective clients
7 or to anyone else, including (but not by way of limitation) any officers, directors, in-house counsel,
8 general counsel, managing agents and/or employees of the Receiving Party, consultants retained by
9 same, or employees of such consultants.

10 (4) All information designated “CONFIDENTIAL” shall be subject to the same
11 restrictions as set forth in Paragraph II (3) above, except that such information may be disclosed by
12 counsel of record to a named party, if that party is an individual, or to no more than three Directors,
13 Officers, or employee representatives of a party if that party is a corporation.

14 IV. It shall be the responsibility of each party to this Order to advise all persons,
15 including counsel of record and expert(s), shown or given any designated information, of this Order,
16 and they shall be bound thereby. Furthermore, (with the exception of counsel of record, attorneys
17 within the law firms of such counsel, and secretaries and paralegals of counsel of record and the
18 court and court personnel) all persons authorized herein who are shown or given any designated
19 information shall first sign an undertaking in the form attached hereto as Exhibit A.

20 V. This Order by itself shall not expand nor limit the rights of any party, during the
21 course of discovery, either (1) to demand additional information on any ground, or (2) to object or
22 withhold additional information or documentation. Nor, conversely, shall this Order limit the right
23 of any party to move the Court to compel the production of any such evidence on any ground.
24 Subject to the Producing Party seeking relief from the Court as provided in paragraph VII below,
25 this Order shall not inhibit the dissemination or use of any Confidential Information if that same
26 information has been or is obtained by the Receiving Party from sources other than, and independent
27 from, the Producing Party, under circumstances that place no restriction on the use or disclosure of
28 the information by the Receiving Party. Nothing in this Order by itself or in any Party’s compliance

1 with its provisions shall be construed to preclude a Party from seeking and obtaining Confidential
2 Information or other information by discovery request or judicial request or other judicial process
3 in this or any other action.

4 VI. In the event any Confidential Information is used in any proceeding herein, it shall
5 not lose its designated status through such use, and the parties shall take all steps reasonably required
6 to protect such confidentiality against misuse. Neither the taking of any action in accordance with
7 the provisions of this Protective Order, nor the failure to object thereto, shall be construed as a
8 waiver of any claim or defense in this action. Except as expressly provided herein, the entry of this
9 Order shall not be construed as a waiver of any right to object to the furnishing of information in
10 response to discovery and conversely, except as expressly provided herein, by itself shall not relieve
11 any party of the obligation of producing discoverable information in the course of discovery.

12 VII. Maintenance of the protected status of any Confidential Information shall in all cases
13 be subject to further order of this Court and nothing herein shall preclude any party upon reasonable
14 notice to all parties from applying to this Court for any modification of this Order or moving the
15 Court for an order changing the status of any designated information or otherwise relieving the
16 Receiving Party from the restrictions contained in this Protective Order or from applying to the
17 Court for further or additional Protective Orders. In such a motion, the party designating or seeking
18 to restrict the use or distribution of any information or discovery material shall bear the burden of
19 persuasion. The designations under Paragraph I(3) shall be made by the parties hereto reasonably
20 and in good faith.

21 VIII. (1) Without written permission from the Producing Party or a court order secured
22 after appropriate notice to all interested persons, a Receiving Party may not file in the public record
23 in this action any Confidential Information. A Receiving Party that seeks to file any Confidential
24 Information under seal must comply with Nevada Local Rule 10-5. Confidential Information may
25 only be filed under seal pursuant to a court order authorizing the sealing of the specific Confidential
26 Information at issue. Pursuant to Nevada Local Rule 10-5, a sealing order will be issued only upon
27 the filing of a motion for leave to file documents under seal. If a Receiving Party's request to file
28 Confidential Information under seal pursuant to Nevada Local Rule 10-5 is denied by the court, then

1 the Receiving Party may file the information in the public record unless otherwise instructed by the
2 court.

3 (2) This Order shall not govern the use of Confidential Information at trial.

4 IX. The Parties and any other person subject to the terms of this Order agree that this
5 Court shall have and shall retain jurisdiction over it and over them during and for 6 months after
6 this action is terminated, for the purpose of enforcing this Order.

7 X. The Parties to this agreement may change its terms or effects by further mutual
8 agreement in writing, as approved by the Court.

9 **SO STIPULATED AND AGREED:**

10 DATED this 26th day of March, 2025

11 POLI, MOON & ZANE, PLLC

12 By /s/Michael N. Poli

13 Michael N. Poli, Nevada Bar No. 5461
14 403 Hill Street
15 Reno, Nevada 89501
16 Tel. (602) 857-8180
17 Attorneys for Plaintiffs

18 DATED this 26th day of March, 2025

19 McCORMICK, BARSTOW, SHEPPARD,
20 WAYTE & CARRUTH LLP

21 By /s/Jonathan W. Carlson

22 Jonathan W. Carlson, Nevada Bar No. 10536
23 Pamela L. McGaha, Nevada Bar No. 8181
24 Chelsea M. Bravin, Nevada Bar No. 16503
25 8337 West Sunset Road, Suite 350
26 Las Vegas, Nevada 89113
27 Tel. (702) 949-1100
28 Attorneys for Defendant

ORDER

25 **Paragraph IX is modified to reflect that although the parties may agree to be bound by**
26 **the confidentiality terms of this Order beyond the conclusion of this lawsuit, the**
27 **dismissal of this action will terminate the jurisdiction of this court.**

28 **IT IS SO ORDERED.**

DATED: March 26, 2025.


Craig S. Denney
United States Magistrate Judge

Attachment A
UNDERTAKING

I, _____, state that:

1. My address is _____.

2. My present employer is _____.

3. My present occupation or job description is _____.

4. I have received a copy of the Protective Order in this case signed by the Court on _____ in the case of *Gurner v. American Family Mutual Insurance Company, et al.*, Case No. 3:24-cv-00158-MMD-CSD, in the United States District Court, District of Nevada.

5. I have carefully read and understand the provisions of the Protective Order. I will comply with all of its provisions, including holding in confidence and not disclosing to anyone not qualified under the Protective Order any designated information or any words, substances, summaries, abstracts, or indices of designated information, and copies thereof, which come into my possession, and documents or things which I have prepared relating thereto, except to counsel for the party by whom I am retained.

6. I hereby consent to be subject to personal jurisdiction of the United States District Court, District of Nevada, in respect to any proceeding relative to the enforcement of the Protective Order, including any proceedings relative to contempt of Court.

Signature

DATED this ____ day of _____, 2025

[FIRM NAME]

By _____

[ATTORNEY NAME]
Attorneys for [Party]

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